

# REX RAILWAYS

August 12, 1983 **S-227A016**

Mrs. Mildred Lee  
Interstate Commerce Commission  
Recordation Department  
Room 2227  
12th & Constitution Ave., N.W.  
Washington, D.C. 20423

RECORDATION NO. **13693-B**

Filed 1426

**AUG 15 1983 - 11 :0 AM**

INTERSTATE COMMERCE COMMISSION

No. **1** **1983**

Date.....

Fee \$ **10.00**

Washington, D. C.

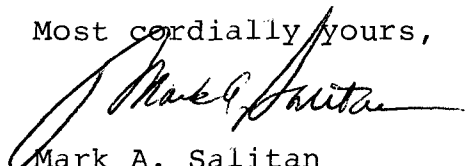
Dear Mrs. Lee:

Please find enclosed an original and two executed and notarized copies of an Amendment Agreement to a lease dated June 4, 1982 between Illinois Central Gulf, lessee and Rex Railways, Inc., lessor.

Also enclosed is our check for \$10.00 payable to the ICC. Would you please record same and return the stamped copies to my attention.

Once again, thank you for your past courtesies and cooperation.

Most cordially yours,



Mark A. Salitan  
President

MAS:las  
Enclosures

FEE OPERATION BR.  
I.C.C.

**AUG 15 11 44 AM '83**

RECEIVED

**Interstate Commerce Commission**  
Washington, D.C. 20423

8/15/83

OFFICE OF THE SECRETARY

**Mark A. Salitan, Pres.  
Rex Railways, Inc.  
616 Palisade Avenue  
Englewood Cliffs, New Jersey 07632**

Dear

**Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **8/15/83** at **11:50am**, and assigned re-recording number(s). **13693-B**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

**In future filing make sure all supplement have prior recordation numbers on them. also note correct address listed below**

**Interstate Commerce Commission  
12th Const. Ave. N.W.  
Washington, D.C. 20423**

**Mildred Lee  
Coveyance Examiner**

**Attn : Mildred Lee Rm.2303**

SE-30  
(7/79)



An IC Industries Company

August 10, 1983

Illinois Central  
Gulf Railroad  
Two Illinois Center  
233 North Michigan Avenue  
Chicago, IL 60601 - 5799  
(312) 565 1600

Mr. Peter S. Schan  
Vice President  
Rex Railways, Inc.  
616 Palisade Avenue  
Englewood Cliffs, N. J. 07632

RECORDATION NO. 13693-18 Filed 1428

AUG 15 1983 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Schan:

This Letter Agreement is intended to supplement and amend that certain Lease Agreement dated as of June 4, 1982, as supplemented and amended by a Letter Agreement dated August 13, 1982 (both of said prior Agreements being referred to collectively herein as the "Lease Agreement"), between Rex Railways, Inc. (the "Lessor") and Illinois Central Gulf Railroad Company (the "Lessee"), relating to the 598 Boxcars described therein, in the following manner and to the following extent:

1. Lessor and Lessee agree that there shall be added to the equipment covered by the Lease Agreement an additional quantity of not less than 100 nor more than 200 Cushioned XM Boxcars (from the VTR 11000 series), the exact number thereof to be agreed upon on or before August 26, 1983, to be given ICG identification marks and to be numbered consecutively beginning with the number 532000 (the "Additional Cars" or, individually, "Additional Car"). A list of the Additional Cars shall be attached to this Letter Agreement as an exhibit.

2. Paragraph 2 of the Lease Agreement shall not apply to the Additional Cars. Lessee's representative shall inspect the Additional Cars prior to delivery and may refuse any Additional Car which does not satisfy all AAR interchange requirements, FRA safety requirements or is otherwise unfit for service. Each Additional Car shall become subject to the Lease Agreement when, after having been stencilled with Lessee's reporting marks, it is delivered to Lessee's line of railroad or when it is delivered for loading to another railroad, whichever first occurs. All of the Additional Cars shall be so subjected to the Lease Agreement on or before January 31, 1984 and at least half of the Additional Cars shall be made subject to it on or before November 15, 1983. Lessor will assume all transportation or other charges for delivery of the Additional Cars in the foregoing manner and will either pay

such charges directly or reimburse Lessee in full for the amounts of any such charges which Lessee shall have paid by allowing a deduction of such amounts from Lessor's share of the car-hire revenues with respect to the Additional Cars before any such revenues are paid to Lessor.

3. The initial term of the lease as to each Additional Car shall end four and one-half (4-1/2) years from the date of delivery of the last Additional Car to Lessee's line of railroad, unless sooner terminated as provided in the Lease Agreement.

4. Paragraph 9A of the Lease Agreement is hereby amended to provide that Lessee shall assume the cost of and pay for all damages to the Cars or the Additional Cars which are caused by any derailment occurring on Lessee's line of railroad after May 2, 1983. This amendment shall apply to the Cars covered by the Lease Agreement dated as of June 4, 1982 as well as to the Additional Cars covered by this Letter Agreement and the Letter Agreement dated August 13, 1982.

5. In all other respects the provisions of the Lease Agreement not inconsistent herewith shall apply to the Additional Cars in the same manner as to the Cars referred to therein.

Very truly yours,

ILLINOIS CENTRAL GULF RAILROAD  
COMPANY

By D. D. Hagestad  
D. D. Hagestad, Vice President

AGREED AND ACCEPTED:

REX RAILWAYS, INC.

By Charles G. Helton, President  
Title:

Sworn to and subscribed before me  
this 12th day of August, 1983.

ROSEANNE K. NOVAK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 16, 1985

Notary Public

County of Cook  
State of Illinois

Sworn to and subscribed  
before me this 11th day of August,  
1983.

C. D. Shaw  
Notary Public  
My Commission Expires February 26, 1984